

# **COVID-19 LEGION POOL RENTAL AGREEMENT**

## **DE PERE PARK & RECREATION DEPARTMENT**

**600 Grant Street, De Pere, Wisconsin 54115**

**Phone (920) 339-4097 Fax (920) 339-6348**

**Email: deperecc@deperewi.gov**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Approx. # of Patrons: \_\_\_\_\_  
(Up to 25 patrons)

Applicant: \_\_\_\_\_ Organization: \_\_\_\_\_  
(Must be at least 18 years of age)

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ ☐ City of De Pere Resident ☐ Non-Resident

Inflatables (\$100/per rental) ☐ Yes ☐ No

This agreement by and between the Parks & Recreation Department of the City of De Pere ("City") and of N/A ("Renter").

For and in consideration of rental fee and other required stipulation hereinafter made, the City hereby authorizes and permits occupancy and use of the premises known as **Legion Pool** for recreational purposes during the rental period when such facility is not open to the general public.

Renter agrees to indemnify and hold harmless the City, its employees, officials and officers from any and all damage, or loss; or liability of any kind whatsoever occasioned upon and/or within the rented premises (as described in this agreement) or ways or walks or concourse adjacent thereto, occasioned by any property damage or injury to or death of any person or any act or omission, neglect or wrong doing of the Renter or any of his, her, and/or its officers, agents, representatives, assigns, guests, employees, or other persons admitted by the Renter to the premises, and the Renter will, at his, her, and/or its own cost and expense, defend and protect the City against any and all such claims or demands. In addition, organizers using City park property or facilities agree to comply with the Americans with Disabilities Act and will seek to locate or relocate their activities to more accessible locations upon the reasonable request from a person with disabilities.

Renter also acknowledges receipt of a copy of the Facility Use Policies located on the back of this agreement and agrees to abide by all the rules and regulations formulated by the Board of Park Commissioners and/or City Council for the use of City buildings and facilities; and to adhere to all specific terms and limitations listed.

### **CITY**

Signature \_\_\_\_\_  
City of De Pere Park, Recreation & Forestry  
Director or Designee

Date \_\_\_\_\_

### **RENTER**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

### **FOR OFFICE USE**

**45 min. Rentals:** \_\_\_\_\_ of patrons x \$2.00/patrons = Total amount due: \_\_\_\_\_

**\*7:00 – 8:30 pm Rentals:** \_\_\_\_\_ of patrons x \$4.00/patrons = Total amount due: \_\_\_\_\_

Inflatables: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Rcpt. #: \_\_\_\_\_ Staff: \_\_\_\_\_  
Initials

Deposit Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Rcpt. #: \_\_\_\_\_ Staff: \_\_\_\_\_  
(Acct: 100-46723) Initials

Balance Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Staff: \_\_\_\_\_  
(Up to 25 patrons) Initials

**Take this rental agreement with you to the pool the day of your event for proof of rental and pay balance due.**

**POOL USE POLICIES ON BACK**

# **LEGION POOL USE POLICIES**

## **DEPOSITS**

A minimum \$20 non-refundable deposit required to reserve date (\$40 non-refundable deposit for 7-8:30 pm rentals). Payment made in full at time of reservation preferred. The remaining balance is due upon arrival at the pool (cash or check only). No refunds will be issued for members of party not showing up. Dates/deposits are not transferrable within 48 hours.

## **RESERVATIONS**

Weekday rentals must be booked 24 hours or more in advance during Community Center hours, Monday – Thursday (7:30 am – 4:30 pm) or Friday (7:30 am – 11:00 am). Weekend rentals must be reserved by 11:00 am on Fridays. Rentals from 7:00 pm – 8:30 pm are by request only. **\*\*May only book 2 rentals at one time; subsequent reservations may be booked after last rental has been completed. Cannot book more than 1 time period per day.** *Note: Pool managers will have the discretion to allow for same day pool rentals based upon availability. Standard rates apply.*

## **FEEES**

\$2.00 per person per 45 minutes time slot; \$4.00 per person for 7 - 8:30 pm time slot (1.5 hrs.)

## **REFUNDS AND CANCELLATIONS**

No refunds will be given. In the event of inclement weather, mechanical problems or other unforeseen circumstances which causes Legion Pool to close, the De Pere Parks & Recreation Department will attempt to re-schedule the rental or issue a full refund.

## **CONFIRMATION OF NUMBER OF ATTENDEES**

Renter may have a minimum of 10 patrons with a maximum of 25 patrons. Renter is responsible for paying the minimum deposit required whether the final count is less than 10 patrons.

## **DAMAGE POLICY**

It is the Renter's responsibility to inspect the facility and report any problems. Charges will be assessed to the renter for any damages, cleaning, or other services required. Additional charges will be assessed based on time and material rates. Violation of the terms of use may result in denial of future reservation requests. No additions, alterations, or changes to the park grounds, structures, or buildings are permitted without the written permission of the De Pere Parks & Recreation Department.

## **WATER TOYS/INFLATABLES/DIVING BOARDS/SWIM TEST**

Renters are responsible to bring in their own personal pool toys & chairs maintaining social distancing. Diving boards will be open for rentals only.

Swim tests will be available for those wanting to use the diving boards. Swim tests are also at the discretion of the lifeguards.

## **Large Pool Inflatables Obstacle Course**

- Subject to availability
- \$100 user fee per rental (*Must be paid at time of reservation*)

## **FOOD/DRINK**

No food or alcoholic beverages are permitted in any of the areas rented. Plastic water bottles are permitted on deck only.

## **NOISE**

No person may create, assist in creating, permit, continue or permit the continuance of any unreasonably loud, disturbing, or unnecessary noise as may tend to annoy, inconvenience, disturb or cause discomfort to any person, or to the comfortable enjoyment of property. No person occupying or having charge of any building or premises shall cause, suffer or allow any loud, excessive or unusual noise in the operation or use of any sound making or reproducing device so that such loud, excessive or unusual noise disturbs the comfort, quiet or repose of persons therein or in the vicinity.

## **OTHER RENTER RESPONSIBILITIES**

**Social distancing must be maintained for non-family members.** Renter shall be responsible for all activities that occur on the premises and shall remain on the premises the entire rental period. Renter agrees to exercise due care in preservation of the premises and to prevent unauthorized persons on premises during all usage periods. Renter and all guests shall comply with all posted pool rules and to all direction or commands from any lifeguards, pool managers or department staff. Rental times include any necessary setup, take-down and cleanup. Failure to vacate premises or have premises cleaned up by the end of the rental time will result in additional rental fees being assessed.